



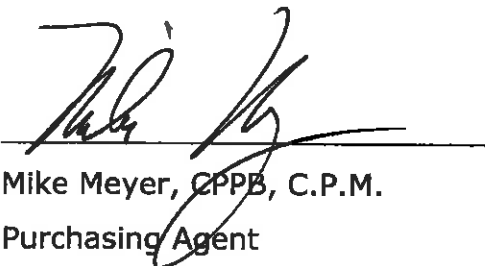
City Hall • 333 West Ellsworth Street • Midland, Michigan 48640-5132 • 989.837.3300 • 989.835.2717 Fax • www.midland-mi.org

INVITATION TO BID
BID NO. 3703
RESIDUAL HAULING TO LAND APPLICATION

Sealed bids will be accepted at the City Clerk's Office, City Hall, 333 West Ellsworth Street, Midland, Michigan 48640-5132, until 2:00 PM, Tuesday, **June 2, 2015** for the hauling and land application of Water Treatment Residuals per the attached specifications. Technical questions about this bid shall be directed to Balram Joshi, Plant Supervisor, at (989) 837-3515.

Invitation to Bid and all its pages, documents and attachments, including those added subsequently by written notice, submitted and properly executed, shall constitute the contract between the City of Midland and the successful vendor when approved and accepted by the City.

The City reserves the right to accept or reject all or any parts of any and all bids, to waive irregularities and to award in the best interests of the City of Midland.



Mike Meyer, CPPB, C.P.M.
Purchasing Agent
Midland, Michigan

WATER TREATMENT RESIDUALS TO LAND APPLICATION SERVICES

SPECIFICATIONS

I. GENERAL

A. Performance Bond

A performance bond made payable to the City of Midland in the amount of one hundred percent (100%) of the anticipated contract cost (calculated on the basis of 5,000 cubic yards of residuals, multiplied by the bidders per cubic yard bid cost) shall be submitted by the successful bidder prior to scheduling any land application activities.

The performance bond shall be retained by the City to insure faithful performance of the successful bidder until such time the City has determined the contractor has fulfilled all the specifications and terms of this contract.

In the event of non-performance (as determined by the City of Midland) by the successful bidder for the contracted hauling year, the contract between the City of Midland and the successful bidder shall be annulled and the performance bond forfeited to the City of Midland.

B. Contract Award

The contract shall be awarded within 30 days of the bid opening date. The City of Midland reserves the right to reject any or all proposals and to award a contract to such bidder and on such terms as the City of Midland, in its sole discretion, deems to be in the best interest of the City of Midland.

C. Time Schedule

Work is to be scheduled in the **fall and spring** of the contract year with an estimated 2500 cubic yards to be removed in the fall and another 2500 cubic yards in the spring.

D. Licenses and Permits

Prior to commencing any work, the contractor shall obtain and furnish, to the City of Midland, copies of all required licenses, permits and approvals necessary to carry out residuals to land application services on behalf of the City of Midland.

E. Proof of Insurance

The contractor shall obtain and provide proof of insurance to the City of Midland prior to commencing any work on the City's behalf. Minimum insurance requirements, with the City of Midland as an additional named insured, are as follows:

Workers Compensation (Statutory)	\$ 500,000
Comprehensive General Liability	
Each occurrence	1,000,000
General aggregate	2,000,000
Product – comp/ops aggregate	2,000,000
Comprehensive Automobile Liability	
Combined single limit	1,000,000

Cancellation of any insurance requirement shall cause the successful bidder to cease operations and may be deemed non-performance of the contract.

F. Hold Harmless Clause

The contractor shall, upon contract execution, agree to assume all liability for residuals loading, hauling and land application activities, and protect, indemnify and hold the City of Midland, its agents, officers and employees harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injury (either personal, property or environmental) resulting from those activities. Said contractor shall pay, settle, compromise and procure the discharge of any and all claims and

losses, damages and expenses involving said injury defined above. No employee of the contractor shall at any time be considered an agent or employee of the City of Midland.

G. Assignments

The contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right to execute it or his right, title or interest to it or any part thereof, or assign any of the monies due or to become due under the contract, without the prior written consent of the City of Midland.

H. Terms of Contract

The proposal price quoted shall be firm for the period indicated on the bid form.

I. Safety

The contractor shall comply with all Federal, State and Local laws and regulations governing the furnishing and use of all safeguards, safety devices and protective equipment. It shall be the contractor's responsibility to take any other actions needed as necessary to protect the life and health of employees on the job, the safety of the public and to protect property during the performance of the contract.

J. Patents

The contractor shall pay all royalties and license fees and shall hold the City of Midland, its officers, agents, servants and employees harmless from liability of any nature and kind, including costs and expenses for, or because of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City of Midland in this respect, the successful bidder shall defend all suits and claims for infringements of any patent or license rights.

K. Cancellation Clause

The City of Midland Utilities Director shall have the right to cancel the contract, with cause, upon ten (10) working days written notice for not meeting mutually agreed upon schedules. Unforeseeable and uncontrollable circumstance may justify not meeting schedules, however, the City shall determine whether valid justification exists. Immediate contract cancellation may occur for non-performance for reasons outside the scope of scheduling, or when an endangerment to the public health, safety, welfare or environment has occurred or is imminent as determined by the City or other authorized governmental agency.

L. References

References shall be submitted with each bidder's proposal which shall indicate five (5) of the bidder's current clients, contracting with the bidder for land application service needs similar to the City of Midland. References, older than 5 years, from clients served by the bidder, shall not be considered as valid.

II. LAND APPLICATION OPERATION

A. Responsibilities of the City

The City of Midland shall:

Provide personnel to oversee the City of Midland's land application operation and program.

Review and approve, Land Application Site Approval Requests, as developed and recommended by the contractor.

Determine the volume of residual hauled by the contractor.

B. Responsibilities of the Contractor

The contractor shall:

Dispose of the water softening residuals according to provisions of Section 11506(1)(g) of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA).

Obtain sites for the City of Midland land application program.

Collect, submit for analysis and record the results of soil test for each land application site obtained, as set forth in Section E.

Conduct laboratory analysis on City of Midland residuals once per hauling year. Minimum laboratory analysis requirements are listed on Schedule A (attached).

Obtain written agreements between the City of Midland and land owners.

Transport residual in accordance with Federal, State and Local requirements.

Provide staff and equipment to adequately meet the scheduling needs of the City of Midland Land Application Program.

Ensure and provide documentation to substantiate the contractor has a well trained, qualified professional staff and has adequate equipment properly licensed and registered with the appropriate regulatory agencies.

Provide to the City and land owner, as requested and/or required and in a timely manner, accurate land application records.

Prepare and submit to the City, completed residual disposal forms.

Obtain permission to apply, and agree to application schedules with the land owner.

Provide the City of Midland with an annual summary of land application activities in both graphic and numeric form.

Collect all necessary application site data and information and compile and store said data for the City of Midland.

Maintain an ongoing land application site monitoring and tracking program.

Adhere to land application operation schedules.

C. Loading Residuals at the Water Treatment Plant Residuals Drying Beds

The residuals will be stored at the Treatment Plant Residuals Drying Beds and removed by the contractor with the contractor's equipment. The dried residuals are to be removed with a backhoe so there will be minimal disturbance of the granular bottom. The dried residuals will support a tracked backhoe. The backhoe can be driven on the residuals bed to load trucks over the containment wall. Front end loaders or four wheel drive tractors may not be used inside the drying beds.

The contractor shall provide vehicles, equipment and operators to transport the residuals from the Water Treatment Plant to the field sites.

The contractor shall provide adequate equipment to remove residuals to fields.

The contractor shall safely drive and park his equipment at designated areas at the Treatment Plant.

The contractor desiring to modify existing loading facilities must submit a plan to the City of Midland for written approval.

The contractor shall be responsible for immediate cleanup of any spilled residuals, and shall include the loading areas and roadways. Said cleanup shall include sweeping, shoveling or washing all equipment and/or road areas. Wherever possible, sweeping or shoveling shall be used for cleanup with any washing done so as to use as little water as possible. All cleanup equipment shall be provided by the contractor.

D. Transportation

The contractor shall provide operators and equipment approved for residual transport from the Water Treatment Plant to the application site.

The contractor will also comply with all Federal, State, County and Local regulations affecting the transport of residuals. The contractor shall provide equipment to remove residuals within ten (10) working days notice from the City of Midland.

The transportation routes shall be designed to minimize travel through densely populated areas. Proposed routes will be reviewed and approved by the City of Midland prior to transport.

The contractor shall comply with the load restrictions placed on certain roads, including when "frost restrictions" are in effect.

Loading of vehicles will be such that residual is not spilled from the vehicle while en route. All vehicles will be cleaned of any residual at the load area prior to leaving the Treatment Plant and again prior to leaving the application site. The contractor will be responsible for any spilled residual during transport activities.

If there are complaints about spillage resulting from the contractor's land application operation, the contractor shall take the necessary steps to respond to and correct the complaints.

E. Application

The amount of residual temporarily placed in any one site prior to agricultural application may not exceed the calculated agronomic rate for the site and shall not exceed that amount which has been authorized in writing by the person(s) ordering the residual. Any deviation to this specification shall be approved in writing by the Director of Utilities before temporary placement of residual at any site.

The material shall only be staged or stockpiled at or on the field application sites. Material staged in fields prior to land application shall be placed at a distance greater than 75 feet from surface waters, drinking water wells, or residences. All material must be used at the site as agricultural lime within the calendar year. The contractor will maintain and restore the staging area to the satisfaction of the land owner. Staging area operations will be conducted in such a manner as to minimize damage requiring such restoration.

The contractor shall spread the residual on sites at agronomic rates. Such spreading applications will be under the direction of a county Extension Agent based on Michigan State University or owner approved laboratory soil test results. The contractor shall provide the City Water Department with documentation indicating the residual application for each site is acceptable to the County Extension Agent. The contractor further accepts responsibility for correct spreading of residual on agricultural land and for correct paperwork communicating site, land owner and, when appropriate, tenant's name, address(es) and telephone number(s), application rate (to correct agronomic standards) and date of said application.

The contractor shall schedule application of residual as near as possible to the time the farmer expects to till the soil if soil tilling is a constraint. In any case, the farmer shall be notified at least 24 hours prior to residual hauling and/or spreading.

Loading operations, residual application and transport will take place during normal working hours of the City of Midland Water Plant personnel, Monday through Friday, unless otherwise approved by the City of Midland. (No night spreading). If the contractor wishes to load, transport or apply at other times, the contractor will reimburse the City of Midland for any overtime or premium time expenses incurred.

The contractor shall inspect the fields before leaving the site receiving residual to insure foreign objects such as rocks or metal were not put on the field due to residual application. Fences or gates, removed or damaged, to facilitate equipment entering the fields, must be replaced immediately after residual spreading operations, by the contractor, to the land owner's satisfaction.

F. Equipment

The contractor will keep his equipment in good operating condition at all times. All maintenance will be done at the contractor's expense. City of Midland facilities will not be used for equipment maintenance except as previously agreed upon by the contractor and the City of Midland.

Disabled vehicles will be towed or pulled at the contractor's expense. No City of Midland equipment will be used for this purpose.

G. Utilities

Cost of any special additional utilities needs and their installation and hook-up will be borne by the contractor unless previously agreed to in writing by the City of Midland.

H. Management

The contractor shall designate an employee to be the administrator of this contract and shall submit a detailed data sheet with the bid proposal describing the administrator's experience and education. The contractor shall notify the City in writing of any change in the status of the designated contract administrator. The contractor shall adopt and implement an "in-service" training program whereby the contract administrator and its key employees will maintain skills current with changing Michigan regulations and procedures.

The contractor shall establish and maintain good public relations with land owners participating in the program, as well as with the general public. All disagreements with, or dissatisfaction of, any land owner or farmer, shall be reported to the City of Midland immediately, and resolved by the contractor.

The contractor shall be responsible for maintaining the records on each field where residual was applied. This information shall include as a minimum:

- a. Date(s) of residual application
- b. Amount applied each date
- c. Portion of field applied
- d. Crop previously grown and proposed crop
- e. Any operating difficulties
- f. Number of loads spread
- g. Owner
- h. Acreage spread
- i. Field number designation

This data will be submitted on a form approved by the City of Midland. A sketch of the field shall be included on each data sheet for clarification of field information for the contractor's operations staff and the City of Midland.

I. Measurement and Payment

Measurement:

The method of measurement for residual transported will be determined by the City of Midland.

Each transport and applicator unit must be completely emptied of each previous load prior to being reloaded.

Payment:

Upon completion and acceptance by the City, of all work required hereunder, and after the contractor shall have furnished the City with release of all claims against the City which arise or may arise under and by virtue of this contract, then the City shall pay the balance due under this contract.

Payments otherwise due may be withheld by the City for defective work not remedied, claims filed or reasonable evidence indicating probable filing of claims, failure of contractor to make payments properly to sub-contractors, or for material or labor, or a reasonable doubt the contract can be completed for the balance then unpaid. If the same are not remedied upon written notice, the City may do so at the contractor's expense and deduct any sums expended from payments otherwise due.

Acceptance as Release:

Contractor's acceptance of final payment shall be a release to the City of any and all claims of any nature contractor may assert against City arising out of or relating to this work.

J. Site Inspection

Prospective bidders are invited to inspect the residual drying beds by contacting:

Balram Joshi
Midland Water Treatment Plant
2607 Bay City Road
Midland MI 48640
(989) 837-3515

for an appointment. This will give companies contemplating submitting a bid a chance to examine the residual drying beds and the material to be land applied.

CITY OF MIDLAND
WATER TREATMENT RESIDUALS TO LAND APPLICATION
SCHEDULE A

Minimum laboratory analysis requirements provided by contractor.

Representative residual samples shall be collected from the City of Midland Water Treatment Plant and analyzed prior to hauling. The analysis shall include (at a minimum) the following:

- a. Percent dry solids
- b. Total metal analysis (Report on a mg/kg dry weight basis)

Arsenic (As)	mg/kg
Cadmium (Cd)	mg/kg
Chromium (Cr)	mg/kg
Copper (Cu)	mg/kg
Lead (Pb)	mg/kg
Mercury (Hg)	mg/kg
Selenium (Se)	mg/kg
Silver (Ag)	mg/kg
Zinc (Zn)	mg/kg
Calcium (Ca)	mg/kg
Nickel (Ni)	mg/kg
Molybdenum (Mo)	mg/kg
Iron (Fe)	mg/kg

- c. Total nutrients and total neutralizing value

Kjeldahl Nitrogen
Nitrate Nitrogen
Ammonia – Nitrogen
Phosphorus
Potassium
Calcium
Magnesium
Sodium
Chloride
Sulfate

RESPONSE FOR BID NO. 3703
RESIDUAL HAULING TO LAND APPLICATION
BID OPENING: June 2, 2015 at 2:00 PM

In compliance with the City of Midland's specifications and Standard Instructions to Bidders, the undersigned hereby proposes to furnish for the price of:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL BID</u>
5,000	Cubic yards of Residual Hauling to land application per the City specs	\$ _____	\$ _____

IF VARIATIONS ARE PROPOSED, LIST VARIATIONS ON SEPARATE SHEET OF PAPER AND RETURN WITH THE BID RESPONSE FORM. ENCLOSE MANUFACTURER'S DESCRIPTIVE LITERATURE OR BROCHURE.

I hereby state that all of the information I have provided is true, accurate, and complete. I hereby state that I have the authority to submit this bid, which will become a binding contract, if accepted by the City of Midland. I hereby agree to abide by all City ordinances, rules and regulations including the suspension process for poor performance arising out of this contract, if awarded.

COMPANY NAME

BY (Signature)

STREET ADDRESS OR PO BOX

(Print Name of Above)

CITY STATE ZIP CODE

TITLE OF SIGNATORY

TELEPHONE NUMBER

DATE OF OFFER

TERMS OF PAYMENT

ESTIMATED DELIVERY AFTER RECEIPT OF ORDER

Bids shall be returned to the Office of the City Clerk, City Hall, 333 West Ellsworth, Midland, MI 48640-5132 no later than the time and date listed above. Sealed envelopes shall be marked with the bid number, title, and opening date.

Bids may be inspected at the bid opening or in the Purchasing Office during normal business hours. Tabulations will be available at our website, www.cityofmidlandmi.gov under the Purchasing Department.

LATE BIDS WILL BE REJECTED.